REMARKS

Claims 6-9, 11-15, and 19-36 are presently pending and claims 37-44 are newly added. An early indication of allowance is respectfully requested.

Independent Claim 13

Claim 13 stands rejected as being obvious under U.S.C. § 103 in light of U.S. Patent No. 5,903,878 ("Talati") in view of EP385400 to Atalla et al. ("Atalla"). This rejection is respectfully traversed.

The Examiner acknowledges that Talati does not disclose "confirming rights in the account by associating an account code with an account number associated with the account." To overcome the stated deficiency in Talati, the Examiner relies upon Atalla. However, upon closer review of Atalla, it is clear that Atalla cannot be used to establish obviousness.

1. Prior Art That Teaches Away From the Claimed Invention Cannot Be Used To Establish Obviousness

It is well recognized that teaching away from the claimed invention is a *per se* demonstration of a lack of *prima facie* obviousness. In this instance, the Examiner has not borne the initial burden of supporting any *prima facie* conclusion of obviousness.

Atalla teaches that a personal key code, a personal identification number, and an identifying code (e.g. bank account number) are encoded onto the customer's bank card (col. 4, 53-58 and col. 5, 1-2). The customer's bank card is then used to initiate a transaction and Atalla teaches that the personal key code and the identifying code are retrieved from the actual bank card itself by the card reader, and that the customer enters his personal identification number at the card reader. The information is then transmitted to the remote electronic financial transaction processing system (col. 5, 17-25). The customer information (e.g. the personal identification number) is collected at a point-of-sale (POS) terminal (col. 10, 14-23). This clearly teaches away from the claimed invention.

Claim 13 claims "providing an authorization form to a node associated with the customer, the authorization form being from a node associated with an entity separate from the e-commerce merchant" and "receiving the signature phrase from the node associated with the customer through a customer response to the authorization form." As is evident, in claim 13, the signature phrase is received through a customer response to an authorization form from a node associated with an entity ***separate*** from the e-commerce merchant. On the other hand, Atalla teaches that the e-commerce merchant (i.e. the point-of-sale terminal) collects the authorization from the customer.

Accordingly since Atalla teaches that the e-commerce merchant collects the authorization, whereas claim 13 claims that an entity separate from the e-commerce merchant collects the information, Atalla teaches away from the claimed invention and cannot be used to establish obviousness. Thus, for this reason alone, the

Examiner's burden of factually supporting a *prima facie* case of obviousness clearly cannot be met, and the rejection under 35 U.S.C. § 103 should be withdrawn.

2. The References Are Not Properly Combinable If Their Intended Function Is Destroyed

It is clear that the Talati and Atalla patents are not properly combinable since, if combined, their intended function is destroyed. More particularly, Atalla teaches that, by storing the personal identification number on the customer's bank card, the *merchant* collects the customer authorization information using point-of-sale (POS) terminals. However, Talati teaches that the communication between the client and the credit authority guarantees that an unauthorized purchase order is not issued by an unauthorized client or merchant (Talati, col. 6, lines 44-49). In other words, Talati's purpose is to prevent merchants from obtaining and using customer authorization information. Talati would thus be rendered inoperable if combined with Atalla, as required by the rejection.

Thus, since Talati's purpose is to prevent merchants from obtaining customer authorization information, and Atalla teaches that merchants collect such information, the proposed combination of Talati in view of Atalla clearly destroys the purpose or function of the invention disclosed in the patent. One of ordinary skill in the art would not find a reason to make the claimed modification. Accordingly, for this reason alone, the Examiner's burden of factually supporting a *prima facie* case of obviousness has not been met, and the rejection under 35 U.S.C. § 103 should be withdrawn.

Independent Claim 22

Claim 22 stands rejected as being obvious in light of U.S. Patent No. 5,903,878 ("Talati") in view of U.S. Patent No. 6,327,578 ("Linehan"). This rejection is respectfully traversed.

It is well settled that, in order to reject a patent application for obviousness, the prior art references must teach or suggest all of the claim limitations. Accordingly, even if properly combinable, Talati in view of Linehan must disclose all of the limitations of claim 22. When analyzing all of the claim limitations of claim 22, it is clear that Talati and Linehan fail to teach or suggest claim 22.

Claim 22 now states: "transferring the network interface of the user from the authorization system to the merchant". On the other hand, Linehan teaches that the user communicates with the merchant and with the issuer gateway, but Linehan does not teach that the network interface of the user is transferred from the authorization system to the merchant. Accordingly, Talati in view of Linehan do not disclose each and every limitation of claim 22, and the rejection under 35 U.S.C. § 103 should be withdrawn.

Independent Claim 28

Claim 28 stands rejected as being obvious in light of U.S. Patent No. 5,903,878 ("Talati") in view of U.S. Patent No. 6,327,578 ("Linehan"). This rejection is respectfully traversed.

It is well settled that, in order to reject a patent application for obviousness, the prior art references must teach or suggest all of the claim limitations. Accordingly, even if properly combinable, Talati in view of Linehan must disclose all of the limitations of claim 28. When analyzing all of the claim limitations of claim 22, it is clear that Talati and Linehan fail to teach or suggest claim 28.

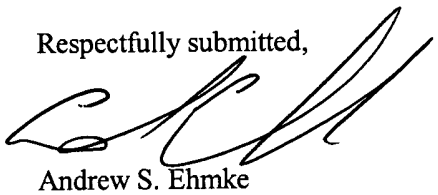
Claim 22 now states: "authorizing the first merchant to obtain credit authorization for the first transaction if the signature authorization corresponds to the first user information". On the other hand, Linehan and Talati each disclose obtaining *authorization to perform the purchase transaction*, but neither teaches authorizing the first merchant to obtain credit authorization for the first transaction. Accordingly, Talati in view of Linehan do not disclose each and every limitation of claim 28, and the rejection under 35 U.S.C. § 103 should be withdrawn.

Conclusion

It is clear from all of the foregoing that independent claim 13, 22 and 28 are in condition for allowance. As dependent claims 6-9, 11-12, and 14-15 depend from and further limit independent claim 13, and claims 19-21 and 23-27 depend from and further limit independent claim 22, and claims 29-36 depend from and further limit independent claim 28, Applicant submits that these claims are also in condition for allowance.

An early formal notice of allowance of claims 6-9, 11-15, and 19-44 is requested. The Examiner is invited to telephone the applicant's attorney at the number listed below if further assistance can be provided.

Respectfully submitted,



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